

SERIAL 05178 IGA MECIAL SERVICES (MedPro), NIGP 94874 #C86020841

DATE OF LAST REVISION: October 12, 2005 CONTRACT END DATE: September 30, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MECIAL SERVICES (MedPro), NIGP 94874**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Public Health Contract C86020841. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) P080104 /B0700180

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Agenda Activity: Action
 Department: Public Health
 Category: Deputy County Manager
 Contact: Cheryl Smith
 Return to: Cheryl Smith
 Location: Public Health

Agenda Number: C-86-02-084-1-05

Phone: 506-6886

Continued from: **REMOVED**

Phone: 506-6886

SEP 10 2005

Action Requested:

Retroactively approve Amendment No. 5 to Contract No. C86020841 with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele.

CLERK
BOARD OF SUPERVISORS

The amendment is retroactive from October 1, 2004 and extends the term of the contract through September 30, 2006 and provides NTE \$589,010 in funding for the additional two years.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget. The Board of Supervisors approved the original contract with MedPro on 01/03/02. Amendment No. 1, approved by the Board on 10/02/02, extended the contract through 09/30/03. On 07/02/03 the Board approved Amendment No. 2, adjusting the psychiatric nurse practitioner rate. Amendment No. 3, approved on 10/08/03, extended the contract term through 09/30/04. MedPro was a successful respondent to a Review of Qualifications (MC1-348.D3) issued by the Department of Public Health on 11/01/01.

The term of this contract is retroactive from October 1, 2004 due to a delay in obtaining approval from the County Attorney's office to extend it.

PERFORMANCE INFORMATION:

Program: Healthcare for Homeless Individuals

Activity: Primary Care Clinic for the Homeless Performance Measure: Percent of homeless in Phoenix metropolitan area seen at least once at clinic

Anticipated Result: 51 Percent of homeless in Phoenix metropolitan area seen at least once at clinic

Goal Achievement: Meet or exceed performance objectives for 95% of the Department's program output measures by the end of FY06.

Expenditure Impact by FY(s):

FY05 = \$220,878

FY06 = \$294,505

FY07 = \$73,627

Routing: Meeting Date: 09/07/2005			
Legend X=Pending A=Approved R=Rejected			
FIN	LEGAL	MATL MNGT	OMB
A	A	A	A

"Please return an executed original to the Clerk of the Board of Supervisors."

Frank McCaskey

CONTRACT NO: C86-02-084-1-05

AMENDMENT NO: 5

AMENDMENT
TO CONTRACT
BETWEEN
MARICOPA COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
Medical Professional Associates of Arizona, P.C. (MedPro)

- I. The above named Contract is hereby amended as specified below.
- A. Extend the term of the existing contract two full years pursuant to #22, Right to Extend Contract, in Section 1 on page 4 of the General Provisions.
 - B. Add NTE \$589,010 in funding for the Contract term October 1, 2004 through September 30, 2006.
 - C. Effective date of this amendment is retroactive from October 1, 2004.
- II. All other terms and conditions of the original Contract and all subsequent amendments shall remain in full force and effect.

FOR AND ON BEHALF OF
MARICOPA COUNTY

By 

Chairman, Board of Supervisors

SEP 07 2005

Date

ATTEST


CLERK, BOARD OF SUPERVISORS

FOR AND ON BEHALF OF
Medical Professional Associates of AZ

By 

Date

APPROVED AS TO FORM:

 8/22/05

Agenda Activity: Action
Department: Public Health
Category: Chief Health Services Officer
Contact: Joe Rea
Return to: Rick Remien
Location: Public Health

Agenda Number: C-86-02-084-1-04
Phone: 506-6603
Continued from:
Phone: 506-6886

Action Requested:

Approve Amendment No. 4 to Contract No. C86020841 with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele. The amendment deletes psychiatric services from the contract work statement and compensation sections. All other terms and conditions remain in effect.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget. The Board of Supervisors approved the original contract with MedPro on 01/03/02. Amendment No. 1, approved by the Board on 10/02/02, extended the contract through 09/30/03. On 07/02/03 the Board approved Amendment No. 2, adjusting the psychiatric nurse practitioner rate. Amendment No. 3, approved on 10/08/03, extended the contract term through 09/30/04. MedPro was a successful respondent to a Review of Qualifications (MC1-348.D3) issued by the Department of Public Health on 11/01/01.

PERFORMANCE INFORMATION:

Program: Community Health Services

Activity: Primary Care Clinic for the Homeless

Performance Measure: % of homeless in Phoenix metropolitan area seen at least once at clinic.

Anticipated Result: 40% of homeless in Phoenix metropolitan area seen at least once at clinic.

Goal Achievement: Meet or exceed performance objectives for 85% of the Department's program output measures by the end of FY04.

Expenditure Impact by FY(s):

No Impact

Approved

Routing: Meeting Date: 04/21/2004		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL MNGT	OMB
A	A	A

CONTRACT NO: C86-02-084-1-04
NO: 4

AMENDMENT

AMENDMENT TO CONTRACT

BETWEEN

MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH

AND

MEDICAL PROFESSIONAL ASSOCIATES of ARIZONA, P.C. (MedPro)
Professional Medical Services

- I. The above named Contract is hereby amended pursuant to the General Provisions, Section I, paragraph 4, as specified below:
- A. Work Statement Section 1.B, Paragraph 1 regarding psychiatric services is hereby deleted.
- B. Compensation Section 1.B regarding psychiatric services is hereby deleted in its entirety.
- II. All other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

BY: Glenis Romanino

BY: Andrew Kunasek

Andrew Kunasek, Chairman

ATTEST:

Chris Dept of Psychiatry
Title Date
3-25-04

John A. Conroy 4/21/04
Clerk of the Board Date

Agenda Activity: Action
Department: Public Health
Category: Chief Health Services Officer
Contact: Joe Rea
Return to: Rick Remien
Location: Public Health

Agenda Number: C-86-02-084-1-03
Phone: 506-6603
Phone: 506-6886

Continued from:

Action Requested:

Approve Amendment No. 3 to Contract No. C86020841 with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele. The amendment updates the contract work statement and compensation sections and provides NTE \$294,505 in funding for the contract term 10/01/03 through 09/30/04.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget. The Board of Supervisors approved the original contract with MedPro on 01/03/02. Amendment No. 1, approved by the Board on 10/02/02, extended the contract through 09/30/03. On 07/02/03 the Board approved Amendment No. 2, adjusting the psychiatric nurse practitioner rate. MedPro was a successful respondent to a Review of Qualifications (MC1-348.D3) issued by the Department of Public Health on 11/01/01.

PERFORMANCE INFORMATION:

Program: Community Health Services

Activity: Primary Care Clinic for the Homeless

Performance Measure: % of homeless in Phoenix metropolitan area seen at least once at clinic.

Anticipated Result: 40% of homeless in Phoenix metropolitan area seen at least once at clinic.

Goal Achievement: Meet or exceed performance objectives for 85% of the Department's program output measures by the end of FY04.

Expenditure Impact by FY(s):

FY04 = \$294,505.00

Approved
Perma
Reich

Routing: Meeting Date: 10/08/2003		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL MNGT	OMB
A	A	A

CONTRACT NO: C86-02-084-1-03

AMENDMENT NO: 3

AMENDMENT TO CONTRACT

BETWEEN

MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH

AND

MEDICAL PROFESSIONAL ASSOCIATES of ARIZONA, P.C. (MedPro)
Professional Medical Services

- I. The above named Contract is hereby amended pursuant to the General Provisions, Section I, paragraph 4, as specified below:
- A. Work Statement and Compensation Sections replaced by Attachment A.
- B. Add NTE \$294,505 in funding for the Contract term October 1, 2003 to September 30, 2004.
- II. The effective date of this amendment is 10/01/03.
- III. All other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:


CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

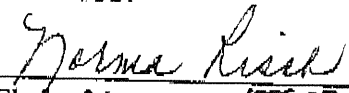
BY: BY: 

Fulton Brock, Chairman

ATTEST:


Title9/30/03

Date

DEPUTY Clerk of the Board 100603

Date

11/4/03

ATTACHMENT A**SECTION III****WORK STATEMENT****PAGE 1****MEDICAL SERVICES FOR PUBLIC HEALTH****1. PROFESSIONAL HEALTHCARE AND CLINICAL DUTIES:****A. GENERAL CLINICAL DUTIES**

1. Contractor's duties shall include, but shall not be limited to, providing Qualified Physicians and Qualified Providers who will:
 - a) Provide medical care and treatment to Public Health clientele.
 - b) Perform appropriate diagnostic and treatment procedures.
 - c) Perform appropriate laboratory diagnostic and other testing procedures.
 - d) Work cooperatively with Mid-level Providers (Nurse Practitioners and Physician Assistants) in accordance with Arizona licensure and Medicare requirements.
 - e) Assist in the clinical instruction of graduate and undergraduate medical trainees, as agreed to by both parties.
 - f) Participate in programs, conferences or other such activities as may be required for adherence to regulatory and safety requirements such as OSHA.
 - g) Perform all required duties within the guidelines of written Public Health or MedPro policies.
2. The performance of duties and obligations set forth herein will be performed by the Contractor, its Qualified Physicians and Qualified Providers, agents and employees as independent contractors to the County. The County shall neither have nor exercise any control or direction over the methods by which the Qualified Physicians or Qualified Providers perform their clinical responsibilities so long as these responsibilities are carried out in a competent, efficient and satisfactory manner, and in accordance with acceptable medical practices and the community standards.
3. Contractor and its Qualified Physicians and Qualified Providers shall make every reasonable effort to assist the County in gathering and documenting patient charges and patient identification information to facilitate the collection of all potential revenues related to Contractor's expenses.
4. The Contractor will actively participate with County in planning activities to improve service delivery. These activities may involve ongoing commitment in the form of participation in committees, task forces or action groups.
5. Contractor will ensure that its Qualified Physicians are present or available to supervise graduate and undergraduate medical trainees in all clinics or other locations where services are provided by Contractor under this Contract. Qualified Physicians shall be on site when their direct supervision of graduate medical personnel is required.

ATTACHMENT A**SECTION III****WORK STATEMENT****PAGE 2****6. Quality Management Compliance.**

- a) The Contractor will support and participate in a quality assessment and improvement program designed to monitor and evaluate the quality, utilization and appropriateness of patient care, resolve identified problems and improve patient care.
- b) The Contractor agrees to work collaboratively with County in the collecting and reporting of data and in the development of indicators to be measured.
- c) When a problem or an opportunity to improve care or services is identified by either County or the Contractor, the parties agree to use their best effort to:
 - 1) take action to improve services or to correct the problems;
 - 2) monitor the effectiveness of the action and take further action if the problem does not improve; and
 - 3) upon request by either party, the other party agrees to submit documentation of their actions and the results.

7. Contractor is solely responsible for its own corporate medical direction, promotion, advertising, revenue disbursement, information systems, oversight, personnel/human resources, administrative services and all and any other task, duty and expenses related to or associated with their corporate operation. Contractor will also be responsible for the credentialing of its qualified physicians and providers.

8. Contractor shall comply with all obligations imposed on Contractor as an AHCCCS and ALTCS subcontractor.

B. SPECIFIC CLINICAL DUTIES FOR THE DIVISION OF PUBLIC HEALTH CLINICAL SERVICES

1. Contractor will provide Psychiatric Services to clients of the Healthcare for the Homeless Program. Contractor shall:
 - a) Provide professional services including psychiatric evaluations and treatment;
 - b) Assure that services are provided by a licensed physician and/or a certified nurse practitioner with experience in the field of psychiatry;
 - c) Participate as a member of the Clinic multidisciplinary treatment system;
 - d) Provide clinic coverage with a psychiatric physician or a nurse practitioner or a combination of both, total hours of clinic coverage not-to-exceed 30 hours per week. Both the type of provider and number of hours allotted per provider will be determined by the Healthcare for the Homeless Program;

ATTACHMENT A

SECTION III

WORK STATEMENT

PAGE 3

- e) Provide after-hours telephone coverage for psychiatric consultation. After-hours means hours outside MedPro's normal work hours that the Homeless Clinic is routinely open and coverage includes telephone availability of a psychiatric practitioner (nurse practitioner or psychiatrist) for telephone consultation with the clinic staff, clients, and/or case management for emergency needs. After-hours services shall be consistent with Federal, State and County rules, regulations and statutes;
 - f) Provide services consistent with Federal, State and County rules, regulations and statutes.
 - g) Provide continuous psychiatric peer review on a quarterly basis. Completed reports to be submitted to the Health Care for the Homeless Medical Director within 4 weeks of the review.
2. Contractor will provide electronic call coverage and physical physician care services for the Department of Public Health's Healthcare for the Homeless Program on an as-needed basis. These services would be utilized primarily when the Department's physician is unavailable. Electronic call coverage includes providing physician consultation service for clinic mid-levels. Physical physician care service would cover those instances where a physician is required to provide professional care services in the clinic. Under normal circumstances, the Department will provide the Contractor seven (7) days advance notice for electronic call coverage, and thirty (30) days advance notice when requesting physical physician care services.
3. ~~Contractor agrees to provide, on an as-needed basis, pathology interpretation services for clients referred by the Department.~~
4. Contractor will provide Medical Midlevel services to the clients of the Health Care for the Homeless Program ~~at an 0.5 FTE and~~ on an as-needed basis. Contractor may provide either a Physician Assistant or Nurse Practitioner, total hours of coverage not-to-exceed 40 hours per week.
5. Contact person for Health Care for the Homeless Program;
- Annette Stein, Administrator
(602) 258-2122, ext. 232
6. Contractor shall provide services in Internal Medicine for Clinics every Wednesday, for ½ day or at such times as agreed upon between the Contractor and the Director of Public Health, for tuberculosis screening and treatment, except Provider is to be available for consultation 24 hours a day and for MMC admission for TB patients, if required.
7. Contractor may ~~shall~~ provide, on an as-needed basis, medical intervention services in Pediatric Medicine for ~~three (3) hours of TB Clinic service once per month, and including consultation and hospital admission services from 8:00 a.m. to 5:00 p.m. Monday through Friday.~~

ATTACHMENT A**SECTION III****WORK STATEMENT****PAGE 4**

8. Contractor shall provide radiology interpretation services on all x-ray films processed by the Public Health X-ray Program.
9. Provide Sexually Transmitted Disease (STD) clinic coverage on an as-needed basis with a physician or a mid-level provider or a combination of the two. This will normally consist of a full shift from 8:00 a.m. to 5:00 p.m., Monday through Friday, but there may also be need for an occasional half-day shift. Both the type of provider and number of hours allotted per provider will be determined by the Public Health Clinical Services Administrator. Public Health will attempt to give thirty (30) days advance notice when requiring this service. Any urgent staffing request will be accommodated pending the availability of provider staff.
5. Contact person for STD Services:

Joe Tansill, Clinic Administrator
(602) 506-6657

C. LICENSURE/CERTIFICATION

1. Contractor, and its Qualified Physicians, Qualified Providers, agents and employees or any subcontractor's physician, providers agents and employees shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.
2. Qualified Providers provided by the Contractor shall maintain as a condition of this Contract current State licensure or certification, as applicable, for their particular health care profession, and shall maintain appropriate credentials at the facilities where they provide services to County Patients.
3. Upon request, Contractor agrees to allow Department, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.

SECTION IV**COMPENSATION****PAGE 1****COMPENSATION****1. Community Health Services Division****A. Electronic and Physical Physician Coverage:**

Contractor will provide electronic and physical call services for the Department of Public Health's Homeless Program as-needed. Rate of compensation will be \$50.00 per eight (8) hour day for electronic call coverage and \$91.25 per hour for direct patient care by a physician. The Department agrees payment according to these rates will be made within thirty (30) days upon receipt of an invoice for services provided by Contractor.

B. Psychiatric Services:

1. For psychiatric evaluations and treatment, plus telephone coverage as needed, Contractor will be reimbursed in the amount of \$95.00 per hour for psychiatric physician services and \$74.00 per hour for nurse practitioner services. Contractor will capture all services provided using the Homeless Clinic encounter form. Reimbursement shall be according to a clean timesheet signed by the practitioner and the clinic administrator for every two week period.
2. The Homeless Clinic will assume the responsibility for billing and collecting for services provided under the terms of this agreement. Contractor agrees to assist the clinic in registering the practitioners with third-party insurers and maximizing collections through eligibility screening and charge capturing. In the event that only the Contractor can bill for third-party insurers, Contractor agrees to credit the Clinic for all revenues collected from services rendered to Public Health clients receiving psychiatric services.
3. The Department will reimburse Contractor for services provided within thirty (30) days after receipt of a monthly invoice that is based on the above mentioned timesheets.

Total compensation for this service not-to-exceed \$104,000

C. Medical Midlevel Services:

Department agrees to compensate Contractor at a rate of \$42.50 for medical mid-level services.

2. Public Health Clinical Services Division**A. TB Clinic**

~~For services in the Tuberculosis Clinic compensation to Contractor shall provide for~~ tuberculosis screening and treatment at one clinic per month. Compensation for this service shall be \$1538.46 per month.

SECTION IV**COMPENSATION****PAGE 2****B. Pediatric Services**

Compensation for outpatient medical intervention, consultation and services in Pediatric Medicine shall be \$70 per hour (\$210 per clinic) and all inpatient charges to be billed by Contractor to Payor as appropriate.

C. Radiology Services

Compensation for x-ray interpretations provided to the Department shall be \$4,500 per month or \$54,000 annually. This amount may be re-negotiated if there is a significant increase in volume.

D. STD Clinic Coverage Services

Compensation for STD clinical coverage services provided to the Department shall be on an as-needed basis at a rate of \$91.25 per hour for Physicians and \$42.50 per hour for Mid-level Providers, not-to-exceed \$45,000 annually.

2. METHOD OF PAYMENT**A. Healthcare For The Homeless Program**

1. Subject to the availability of funds, the County will, within thirty (30) working days from the date of receipt of the documents enumerated herein, process and remit to the contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of the Special Provisions of this Contract.
2. The Contractor understands and agrees that the County will not honor any claim for payment submitted six months after the date of service. The Contractor understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date which are submitted sixty (60) days after the expiration date without approval of County.
3. For services provided to the Homeless Program under the terms and conditions of this contract, Contractor agrees to submit required documents to:

Operations Manager
Health Care for the Homeless Program
1201 W. Madison
Phoenix, Arizona 85007

SECTION IV**COMPENSATION****PAGE 3****B. TB, Pediatric and Radiology Services**

1. Subject to the availability of funds, the Department agrees to pay Contractor a fixed monthly amount, as set forth above, for all other services provided by Contractor under the terms and conditions of this contract. Fixed monthly amounts will be paid to Contractor on the 5th day of the first month, and on the 5th day of the next eleven consecutive months.
2. Correspondence regarding TB, Pediatric or Radiology services should be sent to:

Joe Tansill, Clinic Administrator
Maricopa County Department of Public Health
1825 East Roosevelt
Phoenix, Arizona 85006

Medcmp1.doc

Agenda Activity:	Action	Agenda Number:	C-86-02-084-1-02
Department:	Public Health		
Category:	Chief Health Services Officer		
Contact:	Joe Rea	Phone: 506-6603	Continued from:
Return to:	Rick Remien	Phone: 506-6886	
Location:	Public Health		

Action Requested:

Approve Amendment No. 2 to Contract No. C86020841 with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele. The amendment provides an increase for psychiatric nurse practitioner services, from \$67 per hour to \$74 per hour for the contract term ending 09/30/03. The amendment also adds \$1,960 in funding to cover the additional cost for the higher rate through 09/30/03.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget. The Board of Supervisors approved the original contract with MedPro on 01/03/02. Amendment No. 1, approved by the Board on 10/02/02, extended the contract through 09/30/03. MedPro was a successful respondent to a Review of Qualifications (MC1-348.D3) issued by the Department of Public Health on 11/01/01.

PERFORMANCE INFORMATION:

Program: Community Health Services

Activity: Primary Care Clinic for the Homeless

Performance Measure: % of homeless in Phoenix metropolitan area seen at least once at clinic.

Anticipated Result: 40% of homeless in Phoenix metropolitan area seen at least once at clinic.

Goal Achievement: Meet or exceed performance objectives for 85% of the Department's program output measures by the end of FY03.

Expenditure Impact by FY(s):

FY04 = \$1,960.00

Approved by [Signature] Re: [Signature]

Routing: Meeting Date: 07/02/2003		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL MNGT	OMB
A	A	A

CONTRACT NO: C86-02-084-1-02

AMENDMENT NO: 2

AMENDMENT TO CONTRACT
BETWEEN
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
AND

MEDICAL PROFESSIONAL ASSOCIATES of ARIZONA, P.C. (MedPro)
Professional Medical Services

- I. The above named Contract is hereby amended pursuant to the General Provisions, Section I, paragraph 4, as specified below:
- A. Under COMPENSATION, Section 1.B, Psychiatric Services, the compensation to Contractor for Nurse Practitioner Services is changed from \$67 per hour to **\$74 per hour** for the budget period July 1, 2003 through September 30, 2003.
- B. Add NTE **\$1,960** in funding for the Contract term **October 1, 2002 to September 30, 2003**.
- II. The effective date of this amendment is 07/01/03.
- III. All other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

BY: *Marcel Paul*BY: *Fulton Brock*

for

Fulton Brock, Chairman

ACTING CHAIRMAN

ATTEST:

Chair, Board of Directors 6/9/03
Title (MedPro) Date

DEPUTY

Norma Rucin *7/2/03*
Clerk of the Board Date

Agenda Activity: Action
Department: Public Health
Category: Chief Health Services Officer
Contact: Joe Rea
Return to: Rick Remien
Location: Public Health

Agenda Number: C-86-02-084-1-01
Phone: 506-6603
Phone: 506-6886
Continued from:

Action Requested:

Approve Amendment No. 1 to Contract No. C86020841 with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele. The amendment increases the not-to-exceed amount by \$294,505 and extends the term of the contract from 10/01/02 to 9/30/03.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget. The Board of Supervisors approved the original contract with MedPro on 01/03/02. MedPro was a successful respondent to a Review of Qualifications (MC1-348.D3) issued by the Department of Public Health on 11/01/01.

PERFORMANCE INFORMATION:

Program: Community Health Services

Activity: Primary Care Clinic for the Homeless

Performance Measure: % of homeless in Phoenix metropolitan area seen at least once at clinic.

Anticipated Result: 40% of homeless in Phoenix metropolitan area seen at least once at clinic.

Goal Achievement: Meet or exceed performance objectives for 85% of the Department's program output measures by the end of FY03.

Expenditure Impact by FY(s):

FY03 = \$245,421.00

FY04 = \$49,084.00

Frank McCarroll

Routing: Meeting Date: 10/02/2002		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL MNGT	OMB
A	A	A

CONTRACT NO: C86-02-084-1-01

AMENDMENT NO: 1

AMENDMENT TO CONTRACT

BETWEEN

MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH

AND

MEDICAL PROFESSIONAL ASSOCIATES of ARIZONA, P.C. (MedPro)
Professional Medical Services

- I. The above named Contract is hereby amended pursuant to the General Provisions, Section I, paragraph 4, as specified below:
- A. Add NTE \$294,505 in funding for the budget term October 1, 2002 to September 30, 2003.
 - B. Under Work Statement, Section III. Page 4, Paragraph C.5, the contact person for STD services is changed to Doug Campos-Outcalt, MD, Public Health Medical Director (602) 506-6879.
 - C. Under Compensation, Section IV, Page 3, paragraph B.2, correspondence for TB, Pediatric or Radiology services is to be sent to Doug Campos-Outcalt, MD, Public Health Medical Director, c/o Maricopa County Department of Public Health, 1825 E. Roosevelt St., Phoenix, Arizona 85006.
- II. The effective date of this amendment is 10/01/02.
- III. All other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties agree to the changes indicated herein:

CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

BY: Marcus J. CantelloBY: Don Stapley
Don Stapley, Chairman

Chairman of the Board 10/26/02
Title Date

ATTEST:
[Signature]
Clerk of the Board 10/26/02
Date

Agenda Activity: Action **Agenda Number:** C-86-02-084-1-00
Department: Public Health
Category: Chief Health Services Officer
Contact: Joe Rea **Phone:** 506-6603 **Continued from:**
Return to: Rick Remien **Phone:** 506-6886
Location: 1845 Public Health

Action Requested:

Approve a contract with Medical Professional Associates of Arizona, P.C., ("MedPro") for the provision of professional medical services to the Maricopa County Department of Public Health (MCDPH) and its clientele. The term of the contract is from 12/31/01 to 9/30/02, for a NTE amount of \$294,505.

Complete description of action requested:

The Maricopa County Department of Public Health (MCDPH) requires the services of physicians, nurse practitioners and physician assistants to provide medical care and treatment to Public Health clientele at the following clinics and programs: the Healthcare for the Homeless program, pediatric and adult tuberculosis screening and treatment, radiology interpretations and additional services on an "as needed" basis.

Funding for this contract is provided through grant funds and will not affect the County's general fund budget.

PERFORMANCE INFORMATION:

Program: Community Health Services

Activity: Primary Care Clinic for the Homeless

Performance Measure: % of homeless in Phoenix metropolitan area seen at least once at clinic.

Anticipated Result: 40% of homeless in Phoenix metropolitan area seen at least once at clinic.

Goal Achievement: Meet or exceed performance objectives for 85% of the Department's program output measures by the end of FY02.

Expenditure Impact by FY(s):

FY02 = \$196,340.00

FY03 = \$98,165.00

Routing: Meeting Date: 01/03/2002		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL MNGT	OMB
A	A	A

CONTRACT FOR SERVICES
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
1845 East Roosevelt Street, Phoenix, Arizona 85006

- | | |
|--|---|
| 1. Contract No: <u>C86-02-084-1</u> | 2. Contract Type: <u>Reimbursement</u> |
| 3. Contract Amount: <u>NTE \$294,505</u> | 4. Purpose: <u>Medical Services</u> |
| 5. Budget Code: _____ | 6. Contractor FEI/SSN: _____ |
| 7. Start Date: <u>December 31, 2001</u> | 8. Expiration Date: <u>September 30, 2002</u> |

This Contract is entered into by and between **Medical Professional Associates of Arizona, P.C. (MedPro)**, referred to hereinafter as Contractor, and Maricopa County, by and through the Department of Public Health, referred to hereinafter as Department. The Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

Section I	-	General Provisions	Section III	-	Work Statement
Section II	-	Special Provisions	Section IV	-	Compensation

This Contract contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Nothing in this Contract shall be construed as a consent to any suit or waiver of any defense in suit brought against the Maricopa County or Contractor, in any State or Federal Court.

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to Contractor: Jennifer Dunn, Director of Business Development Phone: (602) 470-5019

Address: 3255 E. Elwood Street, Suite 110, Phoenix, AZ 85034.

Notice to Department: Maricopa County Department of Public Health Attn: Contracts Administrator

Address: 1845 East Roosevelt Street, Phoenix, Arizona 85006 Phone: (602) 506-6603

IN WITNESS WHEREOF, the parties enter into this Contract:

CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

BY: Michael Wilson 01/11/02
Signature Date

BY: Don Stapley 1-16-02
Don Stapley, Chairman

Michael Wilson, President & CEO
Typed Name & Title

ATTEST: [Signature] 1-16-02
Clerk of the Board

SECTION I**GENERAL PROVISIONS****PAGE 1****1. EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General or Special Provisions, the Work Statement shall control.

2. DEFINITIONS

As used throughout these GENERAL PROVISIONS, the following terms shall have the meanings set forth:

- A. **Contract** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Contract.
- C. **County** means Maricopa County, Arizona
- D. **Department** means the Maricopa County Department of Public Health (MCDPH).
- E. **Director** means the Director of the Department.
- F. **Funding Source** means any Federal, State, or Private Agency funding source which may impose conditions on the funding that will be passed on to the Contractor.
- G. **Qualified Physician** means a physician duly qualified and licensed to practice medicine in Arizona and who is board certified or board eligible or mutually acceptable to both parties and is employed by or under contract with Contractor and who has satisfied credentialing requirements of the Contractor.
- H. **Qualified Provider** means a non-physician paraprofessional or health care provider who is certified or licensed to practice his or her health care specialty in Arizona and is employed by or under contract with Contractor.
- I. **Clientele** refers to members of the general public who seek health care services provided at Maricopa County Public Health facilities.

3. GENERAL REQUIREMENTS

- A. The terms of this Contract shall be construed in accordance with Arizona law. Any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding Unemployment Insurance, Disability Insurance, and Worker's Compensation.

SECTION I**GENERAL PROVISIONS****PAGE 2**

- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

4. AMENDMENTS

All Amendments to this Contract must be in writing and signed by both parties.

5. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6. RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

7. ASSIGNMENT / SUBCONTRACTING

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

8. AUDIT DISALLOWANCES

- A. The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State, or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- B. If at any time it is determined by County that a cost for which payment has been made for services not provided, County shall notify Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

9. CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies upon reasonable prior notice during the Contractor's normal business hours. The Contractor shall make available for inspection and/or copying by

SECTION I**GENERAL PROVISIONS****PAGE 3**

County, all records and accounts relating to the work performed or the services provided under this Contract.

10. AVAILABILITY OF FUNDS

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds. The Contractor shall not be obligated to render any services pursuant to this Contract while funds are unavailable. However, with the mutual consent of the Director and the Contractor, the Contractor may continue to render services hereunder and be paid therefore from available reserves pending resolution of any availability of funding issues. In the event of a decrease, the parties will renegotiate the compensation.
- B. If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

11. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- B. County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- C. If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If, after allowing a reasonable amount of time for the parties to mutually resolve the disagreement, the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein. If, after the dispute process, the decision of MCDPH Director is upheld, then a contract amendment shall be executed as agreed upon by both parties.

SECTION I**GENERAL PROVISIONS****PAGE 4****12. DEFAULT**

- A. The Director may suspend or modify this Contract in its entirety via written notice to Contractor in the event of a material breach of Contractor's obligations under this Contract. Such determination will not be made unless and until the dispute process described in the Special Provisions, Paragraph 2, Disputes, results in a conclusion that there has been a material breach of Contractor's obligations under this Contract.
- B. If the Director's written notice to Contractor specifies that the action to suspend is based upon conduct which could potentially expose any individual to danger, the dispute process described in the Special Provisions, Paragraph 2, Disputes, does not apply, and the County's actions become effective immediately upon receipt by Contractor of written notice.
- C. The rights and remedies of the County enumerated in this Paragraph shall be in addition to any other rights and remedies provided for or permitted by law.

13. TERMINATION

- A. County or the Contractor may terminate this Contract at any time with 90 days prior written notice to the other. Such notice shall be given by personal delivery or by Registered or Certified Mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation.

14. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

15. STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

16. INDEMNITY

Except as provided in Paragraph 5, Insurance, of the Special Provisions, and to the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, liability, costs or expenses (except punitive damages), including, but not limited to, those arising out of bodily injury to any person,

SECTION I**GENERAL PROVISIONS****PAGE 5**

including death, or property damage; however, such indemnification shall exist only to the extent that such claims are caused solely by the negligence, misconduct, or other fault of the indemnitor, its agents, employees or contractors.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty County may annul this contract without liability.

18. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

19. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may otherwise be provided herein or by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

20. NON-DISCRIMINATION

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap.

21. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 75-05 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

22. RIGHT TO EXTEND CONTRACT

Subject to availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the Department shall have the right to extend this Contract for additional periods, not to exceed a total term of five (5) years, except that cost will be subject to renegotiation. Any extension of contract period must be mutually acceptable to the Department and the Contractor and signed by both parties in writing. Nothing herein shall be construed to guarantee that the Department will subsequently renew, extend or award a

SECTION I**GENERAL PROVISIONS****PAGE 6**

contract with Contractor. The initial term for this Contract will be from December 31, 2001 to September 30, 2002. Subsequent terms will run from October 1st through September 30th.

23. NOTICE OF CHANGE IN PROFESSIONAL STATUS OF STAFF

Contractor shall notify Department in writing within twenty-four (24) hours after any change in the professional status of its Qualified Physicians or Qualified Providers who provide services to the Department under the conditions described in this contract. Contractor will notify Department whenever Contractor receives actual notice that any Qualified Physician or Qualified Provider is subject to involuntary restriction of clinical privileges, where such restriction is based on concerns regarding quality of patient care and exceeds thirty (30) days in length.

24. EXPERIMENTAL TREATMENT

If Contractor provides experimental treatment to County patients during the term of this Contract, Contractor will comply with Institutional Review Board requirements and all federal and state laws and regulations, including AHCCCS regulations, with respect to such experimental treatment.

25. PROHIBITION AGAINST THE ADDITION OF NEW PROFESSIONAL SERVICES

No new professional services may be added to this Contract without a prior written agreement signed by the Contractor and the Board of Supervisors.

SECTION II**SPECIAL PROVISIONS****PAGE 1****1. EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

2. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Maricopa County Dispute Process as specified in Maricopa County Procurement Code Section MC1-906 which is hereby incorporated by reference.

3. CHANGES

- A. The Director may make, at any time by written order, changes within the general scope of this Contract in any one or more of the following areas:
 - 1. Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements
 - 2. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements
- B. Such order will not serve to increase or decrease the maximum reimbursable amount paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such written order shall, after allowing a reasonable amount of time for the parties to mutually resolve the disagreement, constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Contract and be administered accordingly.

4. INSURANCE

- A. The Contractor, its Qualified Provider, agents, employees shall maintain during the term of this Contract insurance of the types and amounts set forth below. Contractor shall provide Public Health and County Risk Manager with a copy, upon request, of each policy that establishes the insurances listed below. In addition, the Contractor shall notify the County, where possible, of any cancellation of the insurance or any material decrease in the amounts of coverage at least thirty (30) days before such action occurs.

SECTION II**SPECIAL PROVISIONS****PAGE 2**

B. The insurance(s) required to be maintained are:

1. Worker's Compensation; and
2. Unemployment Insurance; and
3. Automobile insurance and general liability (including bodily injury) of \$500,000 combined single limit/\$1,000,000 each occurrence, and property damage of \$500,000 combined single limit/\$1,000,000 each occurrence; and
4. Directors and Officers Liability coverage, with coverage limits at levels that are customary in the community for group medical practices; and
5. Errors and Omissions Liability coverage, with coverage limits at levels that are customary in the community for group medical practices; and
6. Professional Liability
 - a. Except as provided in Paragraph 6(b) below, Contractor shall be solely responsible for procuring and maintaining professional liability coverage for any and all professional activities including Contractor's obligations and responsibilities to supervise, train and educate graduate medical personnel under this Contract, for itself and its Qualified Providers, agents, servants and employees. Such professional liability insurance shall be maintained with coverage limits of \$1,000,000/\$3,000,000 (per person/per occurrence) for Contractor and each of Contractor's Qualified Providers.
 - b. Liability and Professional Liability Insurance regarding Medical Staff Activities:

Notwithstanding the above, the County agrees to provide "Administrative Liability Coverage" as defined below, for Contractor and Contractor's Qualified Providers for "MIHS Medical Staff Activities," as that term is defined below. For purposes of this Paragraph, "Administrative Liability Coverage" means that Contractor and its Qualified Providers who shall be entitled to defense and indemnity coverage for claims, suits, losses or expenses arising out of "MIHS Medical Staff Activities." For purposes of this Paragraph, "MIHS Medical Staff Activities" means activities (a) relating to MIHS Medical Staff functions or the Department of Academic Affairs; (b) performed by any committee member or officer of the MIHS Medical Staff or the Department of Academic Affairs, in their capacity as a committee member or officer; or, (c) relating to the performance of a Qualified Provider in his or her capacity as an FHC Medical Director.

SECTION II**SPECIAL PROVISIONS****PAGE 3**

The professional liability insurance, including coverage limits and exclusions, provided hereunder, shall be provided by Maricopa County or through the Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Trust Fund (the "Trust Agreement"), as amended. Coverage for and indemnification for punitive damages are specifically excluded.

The County, through the County Attorney's Office, shall provide the defense and legal representation in any matter involving MIHS Medical Staff Responsibilities; however, nothing contained in this section shall prohibit MIHS Medical Staff members from retaining counsel, at their own expense, to advise them.

The County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim for which the County is providing "Administrative Liability Coverage" or suit for monetary damages involving MIHS Medical Staff and except where such settlement would require a payment of money by the individual member or their private professional liability insurance carrier, their consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor and the affected Qualified Provider prior to making and/or implementing any settlement decision involving monetary damages. Settlements involving injunctive or other equitable relief or involving a restriction, suspension or limitation upon the professional license of any MIHS Medical Staff Member shall require the prior consent of the Member.

In the event that County assigns this Contract, the obligations set forth in this Paragraph will continue beyond the effective date of such assignment.

- C. Contractor agrees that in the event it or any of its Qualified Physicians, Qualified Providers (with respect to services provided prior to September 1, 1999), agents, servants and employees is named as a defendant in litigation, or identified in a written notice of claim, wherein professional misconduct is alleged, that Contractor will promptly notify the Director of Public Health in writing. The duty to notify under this paragraph applies whether or not the County is claimed to be involved, is named as a party to the matter or could be potentially liable as party.

5. SPECIAL REQUIREMENTS

- A. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontracts/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each Subcontract to County within fifteen (15) days of its effective date.

SECTION II**SPECIAL PROVISIONS****PAGE 4**

- B. The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

6. RELEASE OF INFORMATION

The Contractor agrees to secure from all clients any and all releases of information or other authorization requested by County.

7. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511, County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511, County may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County from any other party to the contract arising as the result of the Contract.

8. POLICY ON CONFIDENTIALITY

- A. The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health, and drug treatment information.
- B. The Contractor shall comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor's records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.
- C. In accordance with Section 318 (e)(5) of the Public Health Service Act 42 U.S.C. 247c(e)(5), no information obtained in connection with the examination, care, or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be

SECTION II**SPECIAL PROVISIONS****PAGE 5**

necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical or research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions in providing services under this Contract.

- D. Confidential communicable disease related information may only be disclosed as permitted by law.

9. LAWS, RULES AND REGULATIONS

The Contractor understands and agrees that this Contract is subject to all applicable State and Federal laws, rules and regulations that pertain hereto.

10. CLINICAL DUTIES

The performance of the duties and obligations set forth herein will be performed by the Contractor, its Qualified Physicians and Qualified Providers as independent contractors to the County. The County shall neither have nor exercise any control or direction over the methods by which the Qualified Physicians and Qualified Providers perform their professional clinical and/or teaching responsibilities, so long as these responsibilities are carried out in a competent, efficient and satisfactory manner and in accordance with acceptable medical practices and the community standard.

SECTION III**WORK STATEMENT****PAGE 1****MEDICAL SERVICES FOR PUBLIC HEALTH****1. PROFESSIONAL HEALTHCARE AND CLINICAL DUTIES:****A. GENERAL CLINICAL DUTIES**

1. Contractor's duties shall include, but shall not be limited to, providing Qualified Physicians and Qualified Providers who will:
 - a) Provide medical care and treatment to Public Health clientele.
 - b) Perform appropriate diagnostic and treatment procedures.
 - c) Perform appropriate laboratory diagnostic and other testing procedures.
 - d) Work cooperatively with Mid-level Providers (Nurse Practitioners and Physician Assistants) in accordance with Arizona licensure and Medicare requirements.
 - e) Assist in the clinical instruction of graduate and undergraduate medical trainees, as agreed to by both parties.
 - f) Participate in programs, conferences or other such activities as may be required for adherence to regulatory and safety requirements such as OSHA.
 - g) Perform all required duties within the guidelines of written Public Health or MedPro policies.
2. The performance of duties and obligations set forth herein will be performed by the Contractor, its Qualified Physicians and Qualified Providers, agents and employees as independent contractors to the County. The County shall neither have nor exercise any control or direction over the methods by which the Qualified Physicians or Qualified Providers perform their clinical responsibilities so long as these responsibilities are carried out in a competent, efficient and satisfactory manner, and in accordance with acceptable medical practices and the community standards.
3. Contractor and its Qualified Physicians and Qualified Providers shall make every reasonable effort to assist the County in gathering and documenting patient charges and patient identification information to facilitate the collection of all potential revenues related to Contractor's expenses.
4. The Contractor will actively participate with County in planning activities to improve service delivery. These activities may involve ongoing commitment in the form of participation in committees, task forces or action groups.
5. Contractor will ensure that its Qualified Physicians are present or available to supervise graduate and undergraduate medical trainees in all clinics or other locations where

SECTION III**WORK STATEMENT****PAGE 2**

services are provided by Contractor under this Contract. Qualified Physicians shall be on site when their direct supervision of graduate medical personnel is required.

6. Quality Management Compliance.

- a) The Contractor will support and participate in a quality assessment and improvement program designed to monitor and evaluate the quality, utilization and appropriateness of patient care, resolve identified problems and improve patient care.
 - b) The Contractor agrees to work collaboratively with County in the collecting and reporting of data and in the development of indicators to be measured.
 - c) When a problem or an opportunity to improve care or services is identified by either County or the Contractor, the parties agree to use their best effort to:
 - 1) take action to improve services or to correct the problems;
 - 2) monitor the effectiveness of the action and take further action if the problem does not improve; and
 - 3) upon request by either party, the other party agrees to submit documentation of their actions and the results.
7. Contractor is solely responsible for its own corporate medical direction, promotion, advertising, revenue disbursement, information systems, oversight, personnel/human resources, administrative services and all and any other task, duty and expenses related to or associated with their corporate operation. Contractor will also be responsible for the credentialing of its qualified physicians and providers.
8. Contractor shall comply with all obligations imposed on Contractor as an AHCCCS and ALTCS subcontractor.

B. SPECIFIC CLINICAL DUTIES FOR THE DIVISION OF COMMUNITY HEALTH SERVICES

1. Contractor will provide Psychiatric Services to clients of the Healthcare for the Homeless Program. Contractor shall:
 - a) Provide professional services including psychiatric evaluations and treatment;
 - b) Assure that services are provided by a licensed physician and/or a certified nurse practitioner with experience in the field of psychiatry;
 - c) Participate as a member of the Clinic multidisciplinary treatment system;
 - d) Provide clinic coverage with a psychiatric physician or a nurse practitioner or a combination of both, total hours of clinic coverage not-to-exceed 30 hours per week.

SECTION III**WORK STATEMENT****PAGE 3**

Both the type of provider and number of hours allotted per provider will be determined by the Healthcare for the Homeless Program;

- e) Provide after-hours telephone coverage for psychiatric consultation. After-hours means hours outside MedPro's normal work hours that the Homeless Clinic is routinely open and coverage includes telephone availability of a psychiatric practitioner (nurse practitioner or psychiatrist) for telephone consultation with the clinic staff, clients, and/or case management for emergency needs. After-hours services shall be consistent with Federal, State and County rules, regulations and statutes;
 - f) Provide services consistent with Federal, State and County rules, regulations and statutes.
 - g) Provide continuous psychiatric peer review on a quarterly basis. Completed reports to be submitted to the Health Care for the Homeless Medical Director within 4 weeks of the review.
- 2. Contractor will provide electronic call coverage and physical physician care services for the Department of Public Health's Healthcare for the Homeless Program on an as-needed basis. These services would be utilized primarily when the Department's physician is unavailable. Electronic call coverage includes providing physician consultation service for clinic mid-levels. Physical physician care service would cover those instances where a physician is required to provide professional care services in the clinic. Under normal circumstances, the Department will provide the Contractor seven (7) days advance notice for electronic call coverage, and thirty (30) days advance notice when requesting physical physician care services.
 - 3. Contractor agrees to provide, on an as needed basis, pathology interpretation services for clients referred by the Department.
 - 4. Contractor will provide Medical Midlevel services to the clients of the Health Care for the Homeless Program at an 0.5 FTE and on an as-needed basis. Contractor may provide either a Physician Assistant or Nurse Practitioner, total hours of coverage not-to-exceed 40 hours per week.
 - 5. Contact person for Health Care for the Homeless Program:

Annette Stein, Administrator
(602) 258-2122, ext. 232

C. SPECIFIC CLINICAL DUTIES FOR THE DIVISION OF PUBLIC HEALTH CLINICAL SERVICES

- 1. Contractor shall provide services in Internal Medicine for Clinics every Wednesday, for ½ day or at such times as agreed upon between the Contractor and the Director of Public

SECTION III**WORK STATEMENT****PAGE 4**

Health, for tuberculosis screening and treatment, except Provider is to be available for consultation 24 hours a day and for MMC admission for TB patients, if required.

2. Contractor shall provide medical intervention services in Pediatric Medicine for three (3) hours of TB Clinic service once per month, and consultation and hospital admission services from 8:00 a.m. to 5:00 p.m. Monday through Friday.
3. Contractor shall provide radiology interpretation services on all x-ray films processed by the Public Health X-ray Program.
4. Provide Sexually Transmitted Disease (STD) clinic coverage on an as-needed basis with a physician or a mid-level provider or a combination of the two. This will normally consist of a full shift from 8:00 a.m. to 5:00 p.m., Monday through Friday, but there may also be need for an occasional half-day shift. Both the type of provider and number of hours allotted per provider will be determined by the Public Health Clinical Services Administrator. Public Health will attempt to give thirty (30) days advance notice when requiring this service. Any urgent staffing request will be accommodated pending the availability of provider staff.
5. Contact person for STD Services:

Sherry Stotler, R.N., Program Manager
(602) 506-6657

D. LICENSURE/CERTIFICATION

1. Contractor, and its Qualified Physicians, Qualified Providers, agents and employees or any subcontractor's physician, providers agents and employees shall comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting and/or regulatory authorities relating to the licensure and regulation of health care providers and physicians.
2. Qualified Providers provided by the Contractor shall maintain as a condition of this Contract current State licensure or certification, as applicable, for their particular health care profession, and shall maintain appropriate credentials at the facilities where they provide services to County Patients.
3. Upon request, Contractor agrees to allow Department, to the extent permitted by law, access to credentials of Qualified Physicians and Qualified Providers who are providing services to Department under the terms and conditions of this Contract.

SECTION IV**COMPENSATION****PAGE 1****COMPENSATION****1. Community Health Services Division****A. Electronic and Physical Physician Coverage:**

Contractor will provide electronic and physical call services for the Department of Public Health's Homeless Program as-needed. Rate of compensation will be \$50.00 per eight (8) hour day for electronic call coverage and \$91.25 per hour for direct patient care by a physician. The Department agrees payment according to these rates will be made within thirty (30) days upon receipt of an invoice for services provided by Contractor.

B. Psychiatric Services:

1. For psychiatric evaluations and treatment, plus telephone coverage as needed, Contractor will be reimbursed in the amount of \$95.00 per hour for psychiatric physician services and \$67.00 per hour for nurse practitioner services. Contractor will capture all services provided using the Homeless Clinic encounter form. Reimbursement shall be according to a clean timesheet signed by the practitioner and the clinic administrator for every two week period.
2. The Homeless Clinic will assume the responsibility for billing and collecting for services provided under the terms of this agreement. Contractor agrees to assist the clinic in registering the practitioners with third-party insurers and maximizing collections through eligibility screening and charge capturing. In the event that only the Contractor can bill for third-party insurers, Contractor agrees to credit the Clinic for all revenues collected from services rendered to Public Health clients receiving psychiatric services.
3. The Department will reimburse Contractor for services provided within thirty (30) days after receipt of a monthly invoice that is based on the above mentioned timesheets.

Total compensation for this service not-to-exceed \$104,000

C. Medical Midlevel Services:

Department agrees to compensate Contractor at a rate of \$42.50 for medical mid-level services.

2. Public Health Clinical Services Division**A. TB Clinic**

For services in the Tuberculosis Clinic, compensation to Contractor for tuberculosis screening and treatment shall be \$1538.46 per month.

SECTION IV**COMPENSATION****PAGE 2****B. Pediatric Services**

Compensation for outpatient medical intervention, consultation and services in Pediatric Medicine shall be \$70 per hour (\$210 per clinic) and all inpatient charges to be billed by Contractor to Payor as appropriate.

C. Radiology Services

Compensation for x-ray interpretations provided to the Department shall be \$4,500 per month or \$54,000 annually.

D. STD Clinic Coverage Services

Compensation for STD clinical coverage services provided to the Department shall be on an as-needed basis at a rate of \$91.25 per hour for Physicians and \$42.50 per hour for Mid-level Providers, not-to-exceed \$45,000 annually.

2. METHOD OF PAYMENT**A. Healthcare For The Homeless Program**

1. Subject to the availability of funds, the County will, within thirty (30) working days from the date of receipt of the documents enumerated herein, process and remit to the contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of the Special Provisions of this Contract.
2. The Contractor understands and agrees that the County will not honor any claim for payment submitted six months after the date of service. The Contractor understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date which are submitted sixty (60) days after the expiration date without approval of County.
3. For services provided to the Homeless Program under the terms and conditions of this contract, Contractor agrees to submit required documents to:

Operations Manager
Health Care for the Homeless Program
1201 W. Madison
Phoenix, Arizona 85007

SECTION IV**COMPENSATION****PAGE 3****B. TB, Pediatric and Radiology Services**

1. Subject to the availability of funds, the Department agrees to pay Contractor a fixed monthly amount, as set forth above, for all other services provided by Contractor under the terms and conditions of this contract. Fixed monthly amounts will be paid to Contractor on the 5th day of the first month, and on the 5th day of the next eleven consecutive months.
2. Correspondence regarding TB, Pediatric or Radiology services should be sent to:

Ms. Sherry Stotler, R.N.
Program Director, Rifapentine Study
c/o Maricopa County Department of Public Health
1825 East Roosevelt
Phoenix, Arizona 85006

Medcomp.doc